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FINANCIAL AND ADMINISTRATIVE MATTERS: HEADQUARTERS AGREEMENT BETWEEN UNIDO AND THE REPUBLIC OF AUSTRIA

Report by the Director-General

Summary

Reports on the status of the headquarters agreement between UNIDO and the Republic of Austria, as requested by the Industrial Development Board in decision IDB.14/Dec.23.

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Introduction

1. The present report is submitted to the General Conference in accordance with Industrial Development Board decision IDB.14/Dec.23. Information is provided on the conclusion of negotiations on the headquarters agreement and the text of the new agreement is presented to the Conference. Attention is drawn to some selected features of the agreement as well as implications for UNIDO.

I. BACKGROUND

2. The Constitution of UNIDO stipulates that "the organization shall conclude a headquarters agreement with the Host Government" (Article 20.2).

3. With the entry into force of the Constitution of UNIDO in 1985 and the conversion of UNIDO to a specialized agency of the United Nations, the conclusion of new headquarters agreements was required for UNIDO and for the United Nations Office at Vienna (UNOV), both of which had previously been covered by a single agreement concluded between the United Nations and the Republic of Austria in 1967, and subsequent supplementary agreements thereto.

4. The formal meeting on the conversion of UNIDO into a specialized agency held in 1983 had concluded that the new headquarters agreement should guarantee the same privileges and immunities as provided for in the existing agreement and that additional agreements should take into account the continued presence of UNIDO, the United Nations and the International Atomic Energy Agency (IAEA) at the Vienna International Centre (A/38/141, para. 31).

5. Consultations between representatives of the Federal Government of Austria, the United Nations and UNIDO started in 1985 for the purpose of establishing mutually acceptable texts and of ensuring that no legal lacuna would be created by the above developments.

6. Pending the conclusion of the new headquarters agreement, the old agreement and its supplementary agreements continued to apply through their interim extension in December 1985, as reflected in formal exchanges of letters between UNIDO and the Federal Ministry for Foreign Affairs of the Republic of Austria.

7. Progress reports on the consultations held between UNIDO and the Republic of Austria on the headquarters agreement were submitted to every session of the General Conference and regularly to the Industrial Development Board (for last report, see IDB.14/11).

II. CONCLUSION OF NEGOTIATIONS

8. The text of the headquarters agreement was authenticated by the Legal Advisers of UNIDO and the Ministry of Foreign Affairs of the Republic of Austria on 25 September 1995. It is anticipated that the agreement will be formally signed by the parties before the end of October 1995. The full text of the agreement is contained in the annex to the present document.

III. GENERAL CHARACTERISTICS OF THE NEW AGREEMENT

9. The objectives of the new agreement, as based on the historical background given above, have been: (a) to fill the constitutional requirement to conclude a separate agreement for the new Organization; (b) to incorporate into a single instrument the existing related supplementary agreements, exchanges of notes and notes verbales; and (c) to reflect developments in international law and evolving requirements of the Organization.

10. In general, the structure of the agreement follows that of the previous one and addresses all subjects normally covered in headquarters agreements of the United Nations and its specialized agencies. These include the extent and status of the headquarters seat of UNIDO and its protection; the legal status, privileges and immunities of the Organization in the host country; privileges and immunities of representatives to and officials of UNIDO, and experts on mission for UNIDO; and settlement of disputes and general provisions.

11. The new elements and features that characterize the new agreement can be described under the following four headings: consolidation; reformulation and clarification of texts; updating and adaptation; and innovations.

A. Consolidation

12. Since the entry into force of the 1967 headquarters agreement a series of supplemental agreements and exchanges of letters implementing its provisions or conferring further privileges and immunities have been concluded between the United Nations/UNIDO and the Government of Austria. At the same time, provisions of the headquarters agreement have been interpreted in notes verbales and letters from government authorities.[1] Most of these agreements and understandings have now been incorporated into the text of the new headquarters agreement.

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[1] A list of these instruments is available upon request.

13. The most notable example of this consolidation is the inclusion in the new agreement of the provisions of the agreement of 19 June 1981 between the Republic of Austria and the United Nations regarding the headquarters seat of the UNIDO and other United Nations offices at the Vienna International Centre (VIC). Likewise, the offer by the Government of Austria regarding the provision, free of charge, to the VIC-based organizations, of conference facilities outside the VIC, as contained in a note verbale of 23 October 1985, and its acceptance by UNIDO is now reflected in article II, section 13 of the new agreement. Other examples include article XII, section 37(g) on the exemption of officials from inheritance and gift taxes under certain conditions, and article XII, section 39(a) outlining the privileges and immunities of Austrian officials of the Organization, which hitherto have been regulated by an exchange of letters.

B. Reformulation and clarification of texts

14. Experience has shown that the provisions of some of the previously existing instruments could greatly benefit from reformulation and further clarification in order to eliminate any ambiguities in their interpretation or application. The opportunity afforded by the negotiation and drafting of the new agreement was fully utilized for this purpose and resulted in the incorporation in the new agreement of a number of reformulations and clarifications regarding the text of various provisions.

15. Thus, in article XII, section 40, of the new agreement it is now clearly established that the Government shall furnish UNIDO an identity card for each official of the Organization, instead of the previous provision which created the impression that the identity card would be given by the Government to the officials of the Organization. Similarly, article IX, section 26, clarifies the exemption of UNIDO officials from taxation of the benefits received from the United Nations Joint Staff Pension Fund. A further example of reformulation and clarification of texts is reflected in article XII, section 37(k), regarding the exemption of officials from national service obligations, whereby the Director-General has only to transmit to the Government a list of such officials of Austrian nationality, instead of the previous requirement of prior approval by the Government.

C. Updating and adaptation

16. During the long period of validity of the 1967 headquarters agreement, developments have taken place in international and local law, and also in technical areas touching upon the agreement. For example, in article III the international law concept of "extraterritoriality of the headquarters seat" has been replaced with the more modern concept of "inviolability of the headquarters seat." Another important example of updating and adaptation is reflected in article XI, section 31, regarding the privileges and immunities of missions accredited to UNIDO. In view of the conversion of the Organization from a subsidiary organ of the United Nations General Assembly to a specialized agency of the United Nations, the status of accreditation to UNIDO had to be adapted to its new status. Thus, it is now clearly established that Permanent Missions accredited to UNIDO, as a specialized agency, shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the Republic of Austria. Moreover, the limiting reference to States members of the Industrial Development Board has been eliminated.

17. The references to the exemption of the Organization from payment of the employer's contribution to the new Family Burden Equalization Fund as well as the exemptions of UNIDO officials from the application of social security insurance laws in Austria and to participation in the social security scheme, respectively, have also been brought into line with the recent evolution of local legislation. In article VI, section 21(b), the immunity from censorship of UNIDO communications now extends to computer-based communications and sound and video recordings.

D. Innovations

18. A number of new elements, not contained in previous arrangements between UNIDO and Austria, have also been introduced into the headquarters agreement, the most important of which are:

(a) In addition to the privileges and immunities of members of Permanent Missions and other representatives of Member States, the agreement explicitly covers the privileges and immunities of members of permanent observer missions of non-member States, of intergovernmental organizations, and of other permanent observer missions, granted such status in accordance with the UNIDO Constitution (article X, section 29(i) and (ii); and article XI, section 32(a), (b) and (c));

(b) The agreement establishes for the first time the exemption of retired UNIDO officials from immigration restrictions in Austria, under modalities to be established by the Austrian Government (article XII, section 37(i));

(c) It is now stipulated in the headquarters agreement that spouses and dependent relatives of UNIDO officials shall have access to the Austrian labour market in accordance with Austrian law, on a preferential basis (article XII, section 37(j));

(d) The new agreement recognizes that UNIDO officials and members of their families shall have the

same right of access and on the same terms as Austrian citizens to universities and other institutions of higher education for the purpose of obtaining graduate and post-graduate degrees and related training leading to the attainment of the relevant educational and professional qualifications required in Austria (article XII, section 37(p));

(e) A most-favoured intergovernmental organization clause is now included in the agreement, whereby the Government of Austria shall extend to UNIDO such more favourable terms and conditions as may be contained in any agreement concluded by the Government with any other intergovernmental organization (article XV, section 55(b));

(f) Another new element is the explicit reference to immunity from legal process of persons of Austrian nationality or stateless persons who are members of Permanent Missions accredited to UNIDO (article XI, section 34);

(g) The supply of goods or services purchased by UNIDO for immediate export or use abroad will henceforth be explicitly exempt from all taxes, recording fees and documentary taxes (article VII, section 24(c));

(h) The new agreement also contains an undertaking by the Government of Austria to ensure that whenever an official of UNIDO is detained or arrested by any Austrian authority, the Director-General shall be promptly informed and allowed access, correspondence and provision of legal and medical assistance to the official (article XII, section 40(c)).

IV. IMPLICATIONS FOR UNIDO

19. The finalization of the new agreement constitutes for UNIDO the fulfilment of the long outstanding constitutional requirement regarding the conclusion of a headquarters agreement with the host Government. It marks also the completion of the process of establishing UNIDO as an independent and autonomous Organization, with its own international legal personality, which enables it to rely, for its status, privileges and immunities in the host country, on instruments concluded by itself. Moreover, the conclusion of this agreement will pave the ground for the revision of certain supplementary agreements, such as the social security agreement, that require updating and adaptation to the evolving needs of the Organization.

V. ACTION REQUIRED OF THE CONFERENCE

20. The Conference may wish to consider adoption of the following draft decision:

"The General Conference:

"(a) Takes note of the report of the Director-General (GC.6/29);

"(b) Approves the headquarters agreement between UNIDO and the Republic of Austria as contained in the annex to document GC.6/29;

"(c) Authorizes the Director-General to bring the new headquarters agreement into force in the manner provided in section 58 thereof."

Annex

AGREEMENT BETWEEN THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION AND THE REPUBLIC OF AUSTRIA REGARDING THE HEADQUARTERS OF THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

BEARING in mind the agreement between the United Nations and the Republic of Austria regarding the Headquarters of the United Nations Industrial Development Organization of 13 April 1967 (hereinafter referred to as the "UNIDO Headquarters Agreement of 1967"), the Agreement between the United Nations and the Federal Government of the Republic of Austria regarding the Headquarters of the United Nations Industrial Development Organization and other Offices of the United Nations of 28 September 1979, and the Agreement between the United Nations and the Republic of Austria regarding the Headquarters Seat of the United Nations Industrial Development Organization and other United Nations Offices at the Vienna International Centre of 19 January 1981, as well as other agreements supplementary thereto;

CONSIDERING that the United Nations Industrial Development Organization became an independent organization, with its own legal personality, upon the entry into force of its Constitution on 21 June 1985;

FURTHER to the several exchanges of notes of 20 December 1985 between the Federal Government of the Republic of Austria and the United Nations Industrial Development Organization extending, as regards the United Nations Industrial Development Organization, the provisions of the UNIDO Headquarters Agreement and related instruments between the Republic of Austria and the United Nations Industrial Development Organization, for an interim period until their replacement by definitive instruments;

CONSIDERING that the Federal Government of the Republic of Austria has offered to the United Nations Industrial Development Organization and the United Nations Industrial Development Organization has accepted the use of land, buildings and facilities within the Vienna International Centre (hereinafter referred to as the "VIC");

NOW THEREFORE the United Nations Industrial Development Organization and the Republic of Austria have agreed as follows:

Article I

DEFINITIONS

Section 1

In this Agreement,

(a) The expression "the UNIDO" means the United Nations Industrial Development Organization;

(b) The expression "Government" means the Federal Government of the Republic of Austria;

(c) The expression "Director-General" means the Director-General of the UNIDO or any officer designated to act on the Director-General's behalf;

(d) The expression "competent Austrian authorities" means such federal, state, municipal or other authorities in the Republic of Austria as may be competent in the context and in accordance with the laws and customs applicable in the Republic of Austria;

(e) The expression "laws of the Republic of Austria" includes:

(i) The federal constitution and state constitutions; and

(ii) Legislative acts, regulations and orders issued by or under authority of the Government or of competent Austrian authorities;

(f) The expression "headquarters seat" means:

(i) The area occupied by the UNIDO in Vienna, as specified in Section 2; and

(ii) Any other land or building which may from time to time be included, temporarily or permanently, within that

seat in accordance with this Agreement or by supplementary agreement with the Government;

(g) The expression "Member State" means a State which is a member of the UNIDO;

(h) The expression "official of the UNIDO" means the Director-General and all members of the staff of the UNIDO, except those who are locally recruited and assigned to hourly rates;

(i) The expression "General Convention" means the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946;

(j) The expression "Pension Fund" means the United Nations Joint Staff Pension Fund.

Article II

THE HEADQUARTERS SEAT OF THE UNIDO IN VIENNA

Section 2

(a) The Government grants to the UNIDO, and the UNIDO accepts from the Government, the use and occupation in conjunction with the United Nations until 31 August 2078 of the area and premises shown on the map attached to this Agreement as the headquarters seat of the UNIDO. Within the designated area and premises, the UNIDO and the United Nations may arrange for the temporary or permanent allocation of space between themselves.

(b) The headquarters seat of the UNIDO in Vienna shall be within the area specified in sub-section (a) and shall not be removed therefrom unless the UNIDO should so decide. Any transfer of the UNIDO headquarters temporarily to another place shall not constitute a removal of the headquarters seat unless there is an express decision by the UNIDO to that effect.

(c) Any building in or outside of Vienna which may be used with the concurrence of the Government for meetings convened by the UNIDO shall be temporarily included in the headquarters seat. For all such meetings, the present Agreement shall apply *mutatis mutandis*.

(d) The competent Austrian authorities shall take whatever action may be necessary to ensure that the UNIDO shall not be dispossessed of all or any part of the headquarters seat without the express consent of the UNIDO.

Section 3

(a) The UNIDO shall have the right to use the headquarters seat in a manner consistent with the objectives and functions of the UNIDO as defined in its Constitution and in accordance with the provisions of this Agreement. In particular, the UNIDO may hold meetings in the headquarters seat, including international conferences, seminars, workshops and meetings of UNIDO's organs and subsidiary bodies.

(b) Without prejudice to the rights of the UNIDO referred to above, the Government retains the ownership over the area constituting the headquarters seat.

(c) The UNIDO may, after appropriate consultation with the Government, make space available in the headquarters seat to international governmental or non-governmental organizations for purposes connected with the activities of the UNIDO.

(d) If acceptable to the UNIDO and the Government, the UNIDO may let space in the headquarters seat to any natural or juridical person providing services to the UNIDO or its staff. The rent charged by the UNIDO to such persons shall, after consultations with the Government, be based on the commercially prevailing rates for such premises and be transferred in its entirety to the Government, except for payments relating to maintenance and operating costs which shall be retained by the UNIDO.

Section 4

The UNIDO shall pay to the Government with respect to the right to use the headquarters seat a rental of one Austrian Schilling per annum payable yearly in advance during the period of such use.

Section 5

(a) Alterations with respect to any of the buildings forming part of the headquarters seat, which may result in a change of a structural nature or architectural appearance, may be carried out by the UNIDO at its own expense and without the right to reimbursement only after having obtained the consent of the Government.

(b) Other alterations to the buildings or facilities forming part of the headquarters seat may be carried out by the UNIDO at its expense and without the right to reimbursement.

Section 6

The UNIDO shall be responsible at its own expense for the orderly operation and adequate main-

tenance of the buildings and facilities forming part of the headquarters seat and of the installations located therein and for minor repairs and replacements for the purpose of keeping them in good working order, and for any repairs or replacements which may be made necessary by faulty operation and inadequate maintenance.

Section 7

The Government shall carry out at its own expense repairs and replacements of buildings, facilities and installations made necessary by *force majeure* or by faulty material, design or labour used, within the responsibility of the Government, in their construction.

Section 8

The arrangements for financing the cost of major repairs and replacements of buildings, facilities and technical installations which are the property of the Government and form part of the headquarters seat shall be the subject of a separate agreement between the Parties and other international organizations at the VIC.

Section 9

Whenever the UNIDO has concluded an insurance contract to cover its liability for damages arising from the use of the headquarters seat and suffered by juridical or natural persons who are not officials of the UNIDO, any claim concerning the UNIDO's liability for such damages may be brought directly against the insurer before Austrian courts, and the insurance contract shall so provide.

Section 10

The UNIDO may, in accordance with arrangements made with the United Nations, use the United Nations Telecommunications Network. The Government shall, upon request, grant free of charge to the UNIDO for official purposes appropriate radio, telecommunications network and other facilities, in conformity with technical arrangements to be made with the International Telecommunications Union.

Section 11

The UNIDO may establish and operate research, documentation and other technical facilities of any type. These facilities shall be subject to appropriate safeguards which, in the case of facilities which might create hazards to health or safety or interfere with property, shall be agreed upon with the competent Austrian authorities.

Section 12

The facilities provided for in Sections 10 and 11 may, to the extent necessary for efficient operation, be established and operated outside the headquarters seat. The competent Austrian authorities shall, at the request of the UNIDO, make arrangements on such terms and in such manner as may be agreed upon by supplementary agreement, for the acquisition or use by the UNIDO of appropriate premises for such purposes, and for the inclusion of such premises in the headquarters seat.

Section 13

The Government shall place at the disposal of the UNIDO free of charge such conference facilities at the Austria Center Vienna or at equivalent facilities as are required for meetings organized by the UNIDO which cannot be accommodated in the conference facilities at the VIC.

Section 14

If the UNIDO should vacate the headquarters seat, it shall surrender the area occupied by that seat to the Government in as good a condition as reasonable wear and tear will permit provided, however, that the UNIDO shall not be required to restore the area to its shape and state prior to any alteration or change that may have been executed by the UNIDO or the Government in accordance with this Agreement.

Article III

INVIOLABILITY OF THE HEADQUARTERS SEAT

Section 15

(a) The Government recognizes the inviolability of the headquarters seat, which shall be under the control and authority of the UNIDO as provided in this Agreement.

(b) Except as otherwise provided in this Agreement or in the General Convention and subject to any regulation enacted under Section 16, the laws of the Republic of Austria shall apply within the headquarters seat.

(c) Except as otherwise provided in this Agreement or in the General Convention, the courts or other competent organs of the Republic of Austria shall

have jurisdiction, as provided in applicable laws, over acts done and transactions taking place within the headquarters seat.

Section 16

(a) The UNIDO shall have the power to make regulations, operative within the headquarters seat, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of the Republic of Austria which is inconsistent with a regulation of the UNIDO authorized by this section shall, to the extent of such inconsistency, be applicable within the headquarters seat. Any dispute between the UNIDO and the Government as to whether a regulation of the UNIDO is authorized by this section or as to whether a law of the Republic of Austria is inconsistent with any regulation of the UNIDO authorized by this section, shall be promptly settled by the procedure set out in Section 46. Pending such settlement, the regulation of the UNIDO shall apply and the law of the Republic of Austria shall be inapplicable in the headquarters seat to the extent that the UNIDO claims it to be inconsistent with its regulation.

(b) The UNIDO shall from time to time inform the Government, as may be appropriate, of regulations made by it in accordance with sub-section (a).

(c) This section shall not prevent the reasonable application of fire protection or sanitary regulations of the competent Austrian authorities.

Section 17

(a) The headquarters seat shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director-General. The service of legal process, including the seizure of private property, shall not take place within the headquarters seat except with the express consent of, and under conditions approved by, the Director-General.

(b) Without prejudice to the provisions of the General Convention or of Article X of this Agreement, the UNIDO shall prevent the headquarters seat from being used as a refuge by persons who are avoiding arrest under any law of the Republic of Austria, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

Article IV

PROTECTION OF THE HEADQUARTERS SEAT OF THE UNIDO

Section 18

(a) The competent Austrian authorities shall exercise due diligence to ensure that the tranquillity of the headquarters seat is not disturbed by any person or group of persons attempting unauthorized entry into or creating disturbances in the immediate vicinity of the headquarters seat, and shall provide at the boundaries of the headquarters seat such police protection as may be required for these purposes.

(b) The UNIDO and the competent Austrian authorities shall closely co-operate regarding the interrelation of effective security within and in the immediate vicinity outside the headquarters seat.

(c) If so requested by the Director-General, the competent Austrian authorities shall provide a sufficient number of police for the preservation of law and order within the headquarters seat.

(d) The UNIDO, in the preparation of its security regulations and procedures, shall consult with the Government with a view to achieving the most effective and efficient exercise of security functions.

Section 19

The competent Austrian authorities shall take all reasonable steps to ensure that the amenities of the headquarters seat are not prejudiced and that the purposes for which the headquarters seat is required are not obstructed by any use made of the land or buildings in the vicinity of the headquarters seat. The UNIDO shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters seat are not prejudiced by any use made of the land or buildings in the headquarters seat.

Article V

PUBLIC SERVICES WITHIN THE HEADQUARTERS SEAT

Section 20

(a) The competent Austrian authorities shall exercise, to the extent requested by the Director-General,

their respective powers to ensure that the headquarters seat is supplied with the necessary public services, including, without limitation by reason of this enumeration, electricity, water, sewage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse, fire protection and snow removal from public streets, and that such public services are supplied on equitable terms.

(b) In case of any interruption or threatened interruption of any such services, the competent Austrian authorities shall consider the needs of the UNIDO as being of the same importance as those of essential agencies of the Government and shall take steps accordingly to ensure that the work of the UNIDO is not prejudiced.

(c) The Director-General shall, upon request, make suitable arrangements to enable duly authorized representatives of the competent public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the headquarters seat under conditions which shall not unreasonably disturb the carrying out of the functions of the UNIDO.

(d) Where gas, electricity, water or heat is supplied by competent Austrian authorities, or where the prices thereof are under their control, the UNIDO shall be supplied at tariffs which shall not exceed the lowest comparable rates accorded to Austrian governmental administrations.

Article VI

COMMUNICATIONS, PUBLICATIONS AND TRANSPORTATION

Section 21

(a) All official communications addressed to the UNIDO or to any of its officials at the headquarters seat, and all outgoing official communications of the UNIDO, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films, computer based communications, sound and video recordings.

(b) The UNIDO shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Section 22

(a) The Government recognizes the right of the UNIDO freely to publish and broadcast within the Republic of Austria in the fulfilment of its purposes.

(b) It is, however, understood that the UNIDO shall respect any laws of the Republic of Austria, or any international conventions to which the Republic of Austria is a party, relating to copyrights.

Section 23

The UNIDO shall be entitled for its official purposes to use the railroad facilities of the Government at tariffs which shall not exceed the lowest comparable passenger fares and freight rates accorded to Austrian governmental administrations.

Article VII

FREEDOM FROM TAXATION

Section 24

(a) The UNIDO, its assets, income and other property shall be exempt from all forms of taxation; provided, however, that such tax exemption shall not extend to the owner or lessor of any property rented by the UNIDO.

(b) In so far as the Government, for important administrative considerations, may be unable to grant to the UNIDO exemption from indirect taxes which constitute part of the costs of goods purchased by or services rendered to the UNIDO, including rentals, the Government shall reimburse the UNIDO for such taxes by the payment, from time to time, of lump sums to be agreed upon by the UNIDO and the Government. It is, however, understood that the UNIDO will not claim reimbursement with respect to minor purchases. With respect to such taxes the UNIDO shall at all times enjoy at least the same exemptions and facilities as are granted to Austrian governmental administrations or to chiefs of diplomatic missions accredited to the Republic of Austria, whichever are the more favourable. It is further understood that the UNIDO shall not claim exemption from taxes which are in fact no more than charges for public utility services.

(c) All transactions to which the UNIDO is a party, and all documents recording such transactions, shall be exempt from all taxes, recording fees and documentary taxes. This principle shall also apply to the supply of goods or services purchased by UNIDO for immediate export or use abroad.

(d) Articles imported or exported by the UNIDO for official purposes shall be exempt from customs duties and other levies, and from prohibitions and restrictions on imports and exports.

(e) The UNIDO shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles and spare parts thereof, required for its official purposes.

(f) The Government shall, if requested, grant allotments of gasoline or other fuels and lubricating oils for each such automobile operated by the UNIDO in such quantities as are required for its work and at such special rates as may be established for diplomatic missions in the Republic of Austria.

(g) Articles imported in accordance with sub-sections (d) and (e) or obtained from the Government in accordance with sub-section (f) shall not be sold by the UNIDO in the Republic of Austria within two years of their importation or acquisition, unless otherwise agreed upon by the Government.

(h) The articles mentioned in sub-section (g) may be disposed of without charge only for the benefit of international organizations possessing comparable privileges or for the benefit of charitable institutions.

(i) The UNIDO shall be exempt from the obligation to pay employer's contributions to the Family Burden Equalization Fund or an instrument with equivalent objectives.

Article VIII

FINANCIAL FACILITIES

Section 25

(a) Without being subject to any financial controls, regulations or moratoria of any kind, the UNIDO may freely:

(i) Purchase any currencies through authorized channels and hold and dispose of them;

(ii) Operate accounts in any currency;

(iii) Purchase through authorized channels, hold and dispose of funds, securities and gold;

(iv) Transfer its funds, securities, gold and currencies to or from the Republic of Austria, to or from any other country, or within the Republic of Austria; and

(v) Raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within the Republic of Austria the UNIDO shall obtain the concurrence of the Government.

(b) The Government shall assist the UNIDO to obtain the most favourable conditions as regards exchange rates, banking commissions in exchange transactions and the like.

(c) The UNIDO shall, in exercising its rights under this section, pay due regard to any representations made by the Government insofar as effect can be given to such representations without prejudicing the interests of the UNIDO.

Article IX

SOCIAL SECURITY AND PENSION FUND

Section 26

The Pension Fund shall enjoy legal capacity in the Republic of Austria and shall enjoy the same exemptions, privileges and immunities as the UNIDO itself. Benefits received from the Pension Fund shall be exempt from taxation.

Section 27

The UNIDO and its officials shall be exempt from the application of all laws of the Republic of Austria on social insurance, except as provided in a supplemental Agreement.

Section 28

The Republic of Austria and the UNIDO shall through a supplemental agreement make such provisions as may be necessary to enable any official of the UNIDO who is not afforded social security coverage by the UNIDO to participate in any social security scheme of the Republic of Austria. The UNIDO may in accordance with the provisions of such a supplemental agreement arrange for the participation in the Austrian Social Insurance Scheme of those locally recruited members of its staff who do not participate in the Pension Fund or to whom the UNIDO does not grant social security protection at least equivalent to that offered under Austrian law.

Article X

TRANSIT AND RESIDENCE

Section 29

(a) In respect of the persons listed below, the Government shall take all necessary measures to facilitate their entry into and sojourn in the territory of the Republic of Austria, shall place no impediment in the way of their departure from the territory of the Republic of Austria, shall ensure that no impediment is placed in the way of their transit to or from the headquarters seat and shall afford them any necessary protection in transit:

(i) Members of Permanent Missions and other representatives of Member States, their families and other members of their households, as well as clerical and other auxiliary personnel and the spouses and dependant children of such personnel;

(ii) Members of Permanent Observer Missions o. non-Member States, members of Permanent Observer Missions of intergovernmental organizations, and members of other Observer Missions, granted such status in accordance with the Constitution of UNIDO, their families and other members of their households, as well as clerical and other auxiliary personnel and the spouses and dependent children of such personnel;

(iii) Officials of the UNIDO, their families and other members of their households;

(iv) Officials of the United Nations or of one of the Specialized Agencies, or of the International Atomic Energy Agency, who are attached to the UNIDO or who have official business with the UNIDO in Vienna, and their spouses and dependent children;

(v) Representatives of other organizations with which the UNIDO has established official relations, who have official business with the UNIDO;

(vi) Persons, other than officials of the UNIDO, performing missions authorized by the UNIDO or serving on committees or other subsidiary organs of the UNIDO, and their spouses;

(vii) Representatives of the press, radio, film, television or other information media, who have been accredited to the UNIDO after consultation between the UNIDO and the Government;

(viii) Representatives of other organizations or other persons invited by the UNIDO to the headquarters seat on official business. The Director-General shall communicate the names of such persons to the Government before their intended entry.

(b) This section shall not apply in the case of general interruptions of transportation, which shall be dealt with as provided in Section 20(b), and shall not impair the effectiveness of generally applicable laws relating to the operation of means of transportation.

(c) Visas where required for persons referred to in this section shall be granted without charge and as promptly as possible.

(d) No activity performed by any person referred to in sub-section (a) in his or her official capacity with respect to the UNIDO shall constitute a reason for preventing his or her entry into or his or her departure from the territory of the Republic of Austria or for requiring him or her to leave such territory.

(e) No person referred to in sub-section (a) shall be required by the Government to leave the territory of the Republic of Austria save in the event of an abuse of the right of residence, in which case the following procedure shall apply:

(i) No proceeding shall be instituted to require any such person to leave the territory of the Republic of Austria except with the prior approval of the Federal Minister for Foreign Affairs of the Republic of Austria;

(ii) In the case of a representative of a State, such approval shall be given only after consultation with the Government of the State concerned;

(iii) In the case of any other person mentioned in sub-section (a), such approval shall be given only after consultation with the Director-General and, if expulsion proceedings are taken against any such person, the Director-General shall have the right to appear or to be represented in such proceedings on behalf of the person against whom such proceedings are instituted; and

(iv) Persons who are entitled to diplomatic privileges and immunities under Section 38 shall not be required to leave the territory of the Republic of Austria otherwise than in accordance with the customary procedure applicable to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

(f) This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this section come within the categories described in sub-section (a), or the reasonable application of quarantine and health regulations.

Section 30

The Director-General and the competent Austrian authorities shall, at the request of either of them, consult as to methods of facilitating entrance into the territory of the Republic of Austria, and as to the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters seat and who do not enjoy the privileges provided by Section 29.

Article XI

REPRESENTATIVES TO THE UNIDO

Section 31

Permanent Missions accredited to the UNIDO shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the Republic of Austria.

Section 32

(a) Members of Permanent Missions to the UNIDO of Member States shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of diplomatic missions accredited to the Republic of Austria.

(b) Members of Permanent Observer Missions to the UNIDO of non-Member States and members of Permanent Observer Missions to the UNIDO of intergovernmental organizations shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of diplomatic missions accredited to the Republic of Austria.

(c) Without prejudice to any additional privileges and immunities the Government may grant unilaterally, members of other Permanent Observer Missions, granted such status in accordance with the UNIDO Constitution, shall be granted such immunities as may be necessary for the independent exercise of their functions in connection with the UNIDO.

Section 33

Representatives of States and of intergovernmental organizations to meetings of, or convened by the UNIDO, and those who have official business with the UNIDO, shall, while exercising their functions and during their journey to and from Austria, enjoy the privileges and immunities provided in Article IV of the General Convention.

Section 34

Having regard to Article 38(1) of the Vienna Convention on Diplomatic Relations (1961) and to the practice of the Republic of Austria, members of Permanent Missions and of Permanent Observer Missions referred to in Section 32, who are Austrian nationals or stateless persons resident in Austria, shall be accorded only immunity from legal process of every kind in respect of words spoken or written and all acts done by them in their capacity as members of such Permanent Missions and Permanent Observer Missions.

Section 35

In conformity with Article 42 of the Vienna Convention on Diplomatic Relations and the practice of the Republic of Austria, members of Permanent Missions and of Permanent Observer Missions referred to in Section 32, who are enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the Republic of Austria, shall not practice for personal profit any professional or commercial activity within the Republic of Austria.

Section 36

The UNIDO shall communicate to the Government a list of persons within the scope of this Article and shall revise such list from time to time as may be necessary.

Article XII

OFFICIALS OF THE UNIDO

Section 37

Officials of the UNIDO shall enjoy within and with respect to the Republic of Austria the following privileges and immunities:

(a) Immunity from legal process of any kind in respect of words spoken or written, and of acts performed by them, in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the UNIDO;

(b) Immunity from seizure of their personal and official baggage;

(c) Immunity from inspection of official baggage and, if the official comes within the scope of Section 38, immunity from inspection of personal baggage;

(d) Exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by the UNIDO for services past or present or in connection with their service with the UNIDO;

(e) Exemption from taxation in respect of benefits received from their participation in the Austrian Social Insurance Scheme;

(f) Exemption from taxation on all income and property of officials and members of their families forming part of their households, insofar as such income derives from sources, or insofar as such property is located, outside the Republic of Austria;

(g) Exemption from inheritance and gift taxes, except with respect to immovable property located in the Republic of Austria, insofar as the obligations to pay such taxes arise solely from the fact that the officials and members of their household reside or maintain their usual domicile in Austria;

(h) Exemption from vehicle's tax and engine-related insurance tax;

(i) Exemption, with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions and alien registration. The same exemption from immigration restrictions shall also apply to retired officials of the UNIDO under modalities established by the Government;

(j) Spouses and dependent relatives living in the same household shall have access to the labour market in accordance with the Austrian law on a preferential basis. Insofar as they engage in gainful occupation, privileges and immunities shall not apply with respect to such occupation;

(k) Exemption from national service obligations, provided that, with respect to Austrian nationals, such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Director-General and transmitted to the Government; provided further that should officials, other than those listed, who are Austrian nationals, be called up for national service, the Government shall, upon request of the Director-General, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of the UNIDO;

(l) Freedom to acquire or maintain within the Republic of Austria or elsewhere foreign securities, foreign currency accounts, and other movable and, under the same conditions applicable to Austrian nationals, immovable property; and, at the termination of their assignment with the UNIDO, the right to take out of the Republic of Austria through authorized channels without prohibition or restriction, their funds, in the same currency and up to the same amounts as they had brought into the Republic of Austria;

(m) Without prejudice to the provisions of Section 18(e) of the General Convention and subsection (l), freedom to make, over and above the facilities granted by this Agreement, transfers to other countries;

(n) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in times of international crises to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;

(o) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(i) Their furniture and effects in one or more separate shipments, and thereafter to import necessary additions to the same;

(ii) One automobile and one motor cycle every four years;

(iii) Limited quantities of certain articles for personal use or consumption and not for gift or sale. The UNIDO may establish a commissary for the sale of such articles to its officials and members of delegations, the detailed rules for which are set out in the Agreements mentioned in Section 59(g).

(p) For themselves and members of their families on the same terms as Austrian citizens, the right of access to universities and other institutions of higher education for the purpose of obtaining graduate and post-graduate degrees and related training leading to the

attainment of the relevant educational and professional qualifications required in Austria.

Section 38

In addition to the privileges and immunities specified in Section 37:

(a) The Director-General shall be accorded the privileges and immunities, exemptions and facilities accorded to ambassadors who are heads of missions;

(b) A senior official of the UNIDO when acting on behalf of the Director-General during the latter's absence from duty, shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to the Director-General;

(c) Except as provided in Section 39, other officials having the professional grade of P-5 and above, and such additional categories of officials as may be designated, in agreement with the Government, by the Director-General on the ground of the responsibilities of their positions in the UNIDO, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;

(d) In conformity with Article 42 of the Vienna Convention on Diplomatic Relations and the practice of the Republic of Austria, officials enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the Republic of Austria shall not practice for personal profit any professional or commercial activity within the Republic of Austria;

(e) The members of the family of an official referred to in this Section, forming part of his or her household shall, if they are not Austrian nationals or stateless persons resident in Austria, enjoy those privileges and immunities specified for that category of persons by the Vienna Convention on Diplomatic Relations.

Section 39

(a) Except as otherwise provided, officials of the UNIDO who are Austrian nationals or stateless persons resident in Austria, shall enjoy only those privileges and immunities provided for in the General Convention, it being understood, nevertheless, that such privileges and immunities include:

(i) Exemption from taxation on benefits paid to them by the Pension Fund;

(ii) Access to the commissary established in accordance with Section 37(o)(iii).

(b) Officials of the UNIDO and the members of their families living in the same household to whom this Agreement applies shall not be entitled to payments out of the Family Burden Equalization Fund or an instrument with equivalent objectives, unless such persons are Austrian nationals or stateless persons resident in Austria.

Section 40

(a) The Director-General shall communicate to the Government a list of officials of the UNIDO and shall revise such list from time to time as may be necessary.

(b) The Government shall furnish the UNIDO for each official within the scope of this Article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

(c) The Government shall ensure that whenever an official of the UNIDO is arrested or detained by any Austrian authority, the Director-General shall be promptly informed and allowed to send an official to visit the arrested or detained official, to converse and to correspond with the official and to provide to him or her such legal and medical assistance as may be required.

Section 41

The provisions of this Article shall also apply to officials of the United Nations, the specialized agencies and the International Atomic Energy Agency attached to the UNIDO.

Article XIII

EXPERTS ON MISSION FOR THE UNIDO

Section 42

Experts (other than officials of the UNIDO coming within the scope of Article XII) performing missions authorized by, serving on committees or other subsidiary organs of, or consulting at its request in any way with, the UNIDO shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities so far as may be necessary for the independent exercise of their functions:

(a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;

(b) Immunity from legal process of any kind with respect to words spoken or written, and all acts

done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be employed on missions for, serving on committees of, or acting as consultants for, the UNIDO, or may no longer be present at the headquarters seat or attending meetings convened by the UNIDO;

(c) Inviolability of all papers, documents and other official materials;

(d) The right, for the purpose of all communications with the UNIDO, to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;

(e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;

(f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crises to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;

(g) The same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(h) Without prejudice to the provision of Section 22(e) of the General Convention and subsection (g), freedom to make, over and above the facilities granted by this Agreement, transfers to other countries;

(i) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

Section 43

(a) Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in Section 42 may be present in the Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their salaries and emoluments received from the UNIDO during such periods of duty and shall be exempt from all tourist taxes.

(b) Except as otherwise provided, persons designated in Section 42 who are Austrian nationals or stateless persons resident in Austria, shall enjoy only those privileges and immunities provided for in the General Convention, it being understood, nevertheless, that such privileges and immunities include exemption from taxation on pensions paid to them by the Pension Fund.

Section 44

(a) The UNIDO shall communicate to the Government a list of persons within the scope of this Article.

(b) The Government shall furnish the UNIDO for each person within the scope of this Article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

Article XIV

SETTLEMENT OF DISPUTES

Section 45

The UNIDO shall make provision for appropriate methods of settlement of:

(a) Disputes arising out of contracts and disputes of a private law character to which the UNIDO is a party; and

(b) Disputes involving an official of or expert on mission for the UNIDO who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

Section 46

(a) Any dispute between the UNIDO and the Government concerning the interpretation or application of this Agreement or of any supplementary agreement, or any question affecting the headquarters seat or the relationship between the UNIDO and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Director-General, one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should either Party not have chosen its arbitrator within six months following the appointment by the other Party of its arbi

trator or should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such second or third arbitrator shall be chosen by the President of the International Court of Justice at the request of the UNIDO or of the Government.

(b) The Director-General of the UNIDO or the Government may ask the General Conference or the Industrial Development Board, as appropriate, to request of the International Court of Justice an advisory opinion on any legal question arising in the course of such proceedings. Pending the receipt of the opinion of the Court, any interim decision of the arbitral tribunal shall be observed by both Parties. Thereafter, the arbitral tribunal shall render a final decision, having regard to the opinion of the Court.

Article XV

GENERAL PROVISIONS

Section 47

The Republic of Austria shall not incur by reason of the location of the headquarters seat within its territory any international responsibility for acts or omissions of the UNIDO or of its officials acting or abstaining from acting within the scope of their functions, other than the international responsibility which the Republic of Austria would incur as a Member of the UNIDO.

Section 48

Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Republic of Austria, and not to interfere in the internal affairs of this State.

Section 49

(a) The Director-General shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for officials of the UNIDO and for such other persons as may be appropriate.

(b) Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Director-General shall, upon request, consult with the competent Austrian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Director-General and to the Government, the matter shall be determined in accordance with the procedure set out in Section 46.

Section 50

This Agreement shall apply whether or not the Government maintains diplomatic relations with the State or Organization concerned and irrespective of whether the State concerned grants the same privilege or immunity to diplomatic envoys or nationals of the Republic of Austria.

Section 51

Whenever this Agreement imposes obligations on the competent Austrian authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

Section 52

The provisions of this Agreement shall be complementary to the provisions of the General Convention. Insofar as any provision of this Agreement and any provision of the General Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary, so that both provisions shall be applicable and neither shall narrow the effect of the other.

Section 53

(a) This Agreement shall be construed in the light of its primary purpose of enabling the UNIDO at its headquarters seat in the Republic of Austria to fully and efficiently discharge its responsibilities and fulfil its purposes.

(b) Privileges and immunities are granted to officials and experts on mission in the interests of the UNIDO and not for the personal benefit of the individuals themselves.

(c) The Director-General shall have the right and the duty to waive the immunity of any official in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the UNIDO.

Section 54

Consultations with respect to modification of this Agreement shall be entered into at the request of the UNIDO or the Government. Any such modification shall be by mutual consent expressed in an exchange of letters or an agreement concluded by the UNIDO and the Government.

Section 55

(a) The UNIDO and the Government may enter into such supplemental agreements as may be necessary.

(b) If and to the extent that the Government shall enter into any agreement with any intergovernmental organization containing terms or conditions more favourable to that organization than similar terms or conditions of this Agreement, the Government shall extend such more favourable terms or conditions to the UNIDO, by means of a supplemental agreement.

Section 56

This Agreement shall apply, *mutatis mutandis*, to other offices of the UNIDO established in Austria, with the consent of the Government.

Section 57

This Agreement shall cease to be in force:

(a) By mutual consent of the UNIDO and the Government; or

(b) If the headquarters seat of the UNIDO is removed from the territory of the Republic of Austria, except for such provisions as may be applicable in connection with the orderly termination of the operations of the UNIDO at its headquarters seat in the Republic of Austria and the disposal of its property therein.

Section 58

This Agreement and the annex thereto shall enter into force on the date of exchange between the Government and the UNIDO of the instrument of ratification by the Government and the notification of approval by the UNIDO.

Section 59

Without prejudice to such other privileges and immunities as may have been granted by the laws of the Republic of Austria, this Agreement shall supersede the previous Headquarters Agreement of 1967 including all related instruments thereto, which were extended, for an interim period, in respect of UNIDO by Exchanges of Notes dated 20 December 1985, except for the following agreements which shall continue to be applicable to UNIDO and to which UNIDO shall be considered a party:

(a) Agreement between the United Nations and the Republic of Austria in regard to the provision at the Vienna International Centre for the United Nations and the International Atomic Energy Agency, of postal services including an Exchange of Notes dated 28 June 1979;

(b) Agreement between the United Nations, the International Atomic Energy Agency and the Federal Government of the Republic of Austria regarding the common headquarters area, dated 28 September 1979;

(c) Agreement between the United Nations, the International Atomic Energy Agency and the Republic of Austria regarding the headquarters area common to the United Nations and the International Atomic Energy Agency at the Vienna International Centre, dated 19 January 1981;

(d) Agreement between the United Nations, the International Atomic Energy Agency and the Republic of Austria regarding the establishment and administration of a common fund for financing major repairs and replacements at their headquarters seats at the Vienna International Centre, dated 19 January 1981, and amended by the Exchange of Notes dated 20 December 1985, as well as the Exchange of Notes of the same date regarding dispute settlement under this Agreement;

(e) Protocol of 19 January 1981 regarding the Provisional List of Main Elements referred to in Article 2, paragraph 2 of the Agreement between the United Nations, the International Atomic Energy Agency and the Federal Republic of Austria regarding the Establishment and Administration of a Common Fund for Financing Major Repairs and Replacements at the Vienna International Centre;

(f) Agreement between the United Nations Industrial Development Organization and the Government of the Republic of Austria concerning Social Security for officials of the UNIDO dated 15 December 1970;

(g) Supplemental Agreement of 1 March 1972 between the United Nations Industrial Development Organization and the Austrian Government for the purpose of implementing Section 27 (j)(iii) of the Agreement between the United Nations and the Republic of Austria regarding the Headquarters of UNIDO, of 13 April 1967, as amended by the Exchange of Notes of 8 December 1981 and the Exchange of

Notes of 20 December 1985 between the Federal Government of the Republic of Austria and the UNIDO extending, as regards the UNIDO, the provisions of certain supplemental agreements to the existing UNIDO Headquarters Agreement, for an interim period until their replacement by definitive instruments;

(h) Agreement between the United Nations Industrial Development Organization, the Organization of Petroleum Exporting Countries, and the Federal Government of the Republic of Austria regarding the access of officials of OPEC to the Commissary of the UNIDO, dated 28 October 1974.

DONE at Vienna, in duplicate, in the English and German languages, both versions being equally authentic, on the _____ day of _____ one thousand nine hundred and ninety-five.

FOR THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT
ORGANIZATION

FOR THE REPUBLIC
OF AUSTRIA